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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FIRST AMENDMENT TO OIL AND GAS LEASE (No Surface Use)

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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Reference is hereby made to that certain Oil and Gas Lease (No Surface Use), dated effective the 1st day of May, 2007, by and between RC Bluffs II, L.P., a Texas limited partnership, whose address is 3108 W. 6th Street, Suite 222, Fort Worth, Texas 76107 ("Lessor"), and Four Sevens Resources Co., Ltd., whose address is 1090 Fort Worth Club Building, 777 Taylor Street, Fort Worth, Texas 76102 ("Four Sevens"), which is recorded in the Official Public Records of Tarrant County at Document Number D207172957 (the "Lease").

WHEREAS, Four Sevens' interest in the Lease was assigned to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Chesapeake"), by that certain Assignment, Bill of Sale and Conveyance, dated effective as of July 1, 2007, at 7:00 a.m. local time, which is recorded in the Official Public Records of Tarrant County, Texas at Document Number D207278544;

WHEREAS, Lessor and Chesapeake, as the current Lessee under the Lease, hereby desire to execute this First Amendment to Oil and Gas Lease (No Surface Use) (the "First Amendment").

NOW, THEREFORE, Lessor and Chesapeake, as the current Lessee under the Lease, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the covenants and agreements stated herein, hereby amend the terms of the Lease as set forth below:

1. The first sentence of paragraph five (5) of the Lease is hereby **deleted** in its entirety and **replaced** with the following new first sentence of paragraph five (5):

"5. Pooling. Lessee shall pool all of the Leased Premises with other adjoining land, lease, or leases, into one (1) pooled unit containing not more than: (i) forty (40) surface acres for any well other than a Horizontal Well; and (ii) three hundred and twenty (320) surface acres for Horizontal Wells."

2. In the event of a conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall prevail as to the extent of such conflict.

3. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.


4. This First Amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instruments.

EXECUTED on the date(s) subscribed to the acknowledgements below, but for all purposes effective as of the Effective Date of the Lease, which is May 1, 2007.

LESSOR:

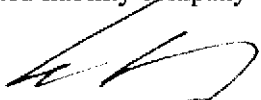
RC BLUFFS II, L.P.,
a Texas limited partnership

By: **RC BLUFFS GENPAR II, L.L.C.,**
a Texas limited liability company, its general partner

By: 
Printed Name: Stephen Henry
Title: President

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: 
Henry J. Hood – Land and Legal & General Counsel



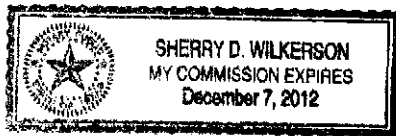
ACKNOWLEDGMENTS

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this 15th day of May, 2009, by Stephen Berry, as President of RC BLUFFS GENPAR II, L.L.C., a Texas limited liability company, as general partner of RC BLUFFS II, L.P., a Texas limited partnership, on behalf of said partnership.



Sherry D. Wilkerson
Notary Public in and for the State of Texas

Sherry D. Wilkerson
(Type or print Notary's name)
My commission expires: 12/07/2012

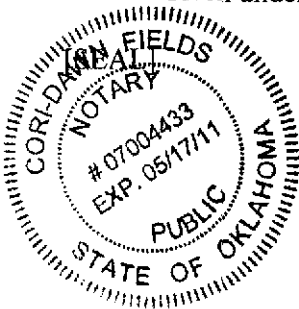
STATE OF OKLAHOMA

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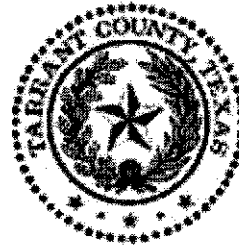
COUNTY OF OKLAHOMA

Before me, a Notary Public, on this day personally appeared Henry J. Hood, as Senior Vice-President—Land and Legal & General Counsel, of **CHESAPEAKE EXPLORATION, L.L.C.**, an Oklahoma limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed same for the purposes and consideration therein expressed.

Given under my hand and seal this 27th day of May, 2009.



Cori Dawn Fields
Notary Public, State of Oklahoma
Cori Dawn Fields
Notary's name (printed)
My commission expires: 5.17.2011



FOUR SEVENS RESOURCES CO LTD
777 TAYLOR ST

FT WORTH TX 76102

Submitter: TWO ROCK

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 05/29/2009 11:40 AM
Instrument #: D209142413
OPR 4 PGS \$24.00

By: _____



D209142413

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

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